

BRANT – BRANTFORD STRATEGIC GROWTH NEGOTIATION TASK FORCE

AREAS OF AGREEMENT IN PRINCIPLE

CONFIDENTIAL AND WITHOUT PREJUDICE

Preamble:

The key objectives of this Letter of Intent are as follows:

- To better position the City of Brantford and the County of Brant to achieve prosperity by growing together as independent municipalities, and planning strategically to accommodate the future growth that is projected to occur in the Brant – Brantford area.
- To achieve orderly and environmentally sustainable development, consistent with Provincial legislation, such as the *Planning Act* and the *Places to Grow Act, 2005*, and Provincial policies, such as the Growth Plan for the Greater Golden Horseshoe, 2006.
- To negotiate a comprehensive agreement, which will deal with all of the points summarized in this document. This document will serve as a Letter of Intent with respect to such future agreement.

Terms and Conditions:

Consistent with the Preamble above, the members of the City / County Strategic Growth Negotiation Task Force hereby agree in principle to the following items:

1. Lands for Transfer

The City of Brantford and the County of Brant (collectively, the “Parties”) hereby agree that they will proceed with all matters necessary to bring the lands shown on the Map attached hereto as Appendix 1 into the City of Brantford (the “Transfer Lands”) in four (4) phases, commencing on January 1, 2014, January 1, 2027, January 1, 2030 and January 1, 2035, respectively. The City commits to the County that all lands on the Map attached hereto as Appendix 1 proposed for employment land uses shall remain employment lands up to 2041 and will not initiate or approve any change in land use designation.

2. Taxation

Fairness in taxation will be given to all property classes. City tax rates will be phased in over a seven-year period on the Transfer Lands.

3. *Roads*

Should the County accept the City of Brantford land phase-in proposal, all boundary roads within the proposed adjusted areas will come into the City in their entirety upon adoption of the final agreement. The City will maintain and operate all roads, including all capital investment. Access to the Boundary Roads from lands within the County will not be denied provided that these lands comply with the applicable City roadway access process in effect at the time.

The City will include in its Capital planning a reserve in the amount of \$250,000 per annum for capital improvements to maintain boundary roads.

4. *Operation & Maintenance of Existing Boundary Roads*

The City estimates the Operation & Maintenance ("O&M") of County boundary roads to be \$250,000 annually. This estimate was derived from the County MPMP (2011) reported costs. In addition to the O&M costs, the estimated capital investment costs necessary to sustain the subject roads is also \$250,000 per annum. The execution of the O&M activities would be an increase in the scope of existing Public Works activity. As part of the future agreement, the City would consider contracting the services of County forces to complete the work within a five-year period. This could include waste collection services.

5. *County Assets*

The existing Oak Park watermain that will pass through the Transfer Lands will be covered by an easement that allows the County to perform necessary routine maintenance subject to agreed-upon notification provisions. The City acknowledges that the County may be required to perform emergency repairs from time to time that will fall outside of the agreed-upon provisions previously mentioned. The City also acknowledges the potential for the County to enlarge or twin the watermain to meet demands of the service area. This work will be coordinated with the City to ensure appropriate separation and management of utilities within the right-of-way.

6. *Compensation*

(a) *Paris Settlement Area/South Employment Lands*

The City will provide compensation in the amount of \$320,000, which amount will be reduced by \$32,000 per annum for a period of ten (10) years.

(b) *Paris Settlement Area/North*

The City will provide compensation in a lump-sum payment in the amount of \$400,000 for the development of the proposed Sharp Road industrial lands.

(c) Land Compensation Phase-out: Phase 1

The County will receive compensation in the amount of the County municipal taxes levied on the Transfer Lands in the year prior to the transfer of said Lands. This amount will decline on a straight-line basis per annum for a period of eleven (11) years, after which the compensation will come to an end.

(d) Land Compensation Phase-out: Phase 2

The County will receive compensation in the amount of the County municipal taxes levied on the Transfer Lands in the year prior to the transfer of said Lands. This amount will decline on a straight-line basis per annum for a period of eleven (11) years, after which the compensation will come to an end.

(e) Land Compensation Phase-out: Phase 3

The County will receive compensation in the amount of the County municipal taxes levied on the Transfer Lands in the year prior to the transfer of said Lands. This amount will decline on a straight-line basis per annum for a period of eleven (11) years, after which the compensation will come to an end.

(f) Land Compensation Phase-out: Phase 4

The County will receive compensation in the amount of the County municipal taxes levied on the Transfer Lands in the year prior to the transfer of said Lands. This amount will decline on a straight-line basis per annum for a period of eleven (11) years, after which the compensation will come to an end.

(g) Residential Per-Unit Compensation

All new residential dwelling units shall be subject to compensation in the amount of \$600 per unit, which will be payable upon the issuance of building permits therefor, in respect of all new units constructed within the Transfer Lands, to a maximum of 11,123 units or until December 31, 2041, whichever occurs first. This obligation of the City to the County is not dependent on the City being able to recover such amount from any third party.

7. *Other*

- (a) The Parties hereby agree to establish a task force to discuss:

- (i) the potential for the provision of water and sewer services to County areas abutting the Transfer Lands;
 - (ii) efficiencies in the operation of the City's Library program;
 - (iii) a joint venture in respect of the Brantford Municipal Airport, which will include the Airport lands and the employment lands abutting the Airport; and
 - (iv) a tri-partite joint venture between the City, the County and Six Nations on the development of employment lands contiguous with the City.
- (b) The Parties agree that, should the need arise, they will approach the Minister of Municipal Affairs and Housing (the "Minister") for the purpose of initiating an earlier transfer of the Phase 3 employment lands.
 - (c) Pursuant to the provisions of the *Planning Act*, the Parties agree to apply to the Minister to have a Zoning Order imposed in respect of the preservation of the Phase 2, 3 and 4 Transfer Lands.
 - (d) The City agrees to fund in a lump sum a portion of the County's costs incurred for the purposes of the City/County Strategic Growth Negotiations Task Force discussions, save and except for any costs associated with the County retaining a planning consultant, for the period commencing in July 2013 and ending on the day the Restructuring Order is issued by the Minister of Municipal Affairs and Housing.
 - (e) The City recognizes that there may be planning matters and development applications in process at the County leading up to the proposed municipal restructuring dates referenced in section 1 above. During the lead-up period, the City will work with the County regarding those matters so that any ongoing *Planning Act*-related processes may continue in a timely manner following the said restructuring dates. It is understood that any final approvals will be subject to the City planning processes, financial impact, infrastructure feasibility and costs, and applicable Provincial policy and legislation.
 - (f) The Parties will recognize any Provincial directives, orders, policy or legislation pertaining to any clause in the future agreement.
 - (g) Dispute Resolution:

The future agreement will provide that any dispute arising out of the interpretation of the agreement may be settled by any of the following means:

- (i) either Party may retain a mediator, at the sole cost of that municipality, to assist in the resolution of a dispute arising out of the interpretation of the agreement; or
 - (ii) in accordance with the provisions of the *Arbitration Act, 1991*; or
 - (iii) the matter may be referred to the Councils of the two (2) municipalities for resolution.
- (h) This Letter of Intent does not create any enforceable legal rights. Such rights will be created by the formal legal agreement to follow.

Dated at Brantford, Ontario, this 28th day of October, 2013

The Corporation of the City of Brantford


Per:



Mayor Chris Friel

The Corporation of the County of Brant

Per:



Mayor Ron Eddy

County of Brant and City of Brantford Boundary Discussion

Boundary Adjustments

Appendix 1

October 24, 2013

